
TIGARD CITY COUNCIL
MEETING

JUNE 24, 2003 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Visitor's Agenda items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL MEETING
JUNE 24, 2003

6:30 PM

- STUDY SESSION
 - > BRIEFING ON SOLID WASTE MANAGEMENT AND FRANCHISE AGREEMENTS
 - o Finance Staff
 - > PUBLIC FACILITIES AND SERVICES ASSESSMENT FOR THE BULL MOUNTAIN AREA
 - o Community Development Staff
- EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss labor negotiations under ORS 192.660(1d). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. BUSINESS MEETING
 - 1.1 Call to Order - City Council & Local Contract Review Board
 - 1.2 Roll Call
 - 1.3 Pledge of Allegiance
 - 1.4 Council Communications & Liaison Reports
 - 1.5 Call to Council and Staff for Non-Agenda Items
2. VISITOR'S AGENDA (Two Minutes or Less, Please)
3. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:

- 3.1 Approve a Personal Services Contract for the Municipal Court Judge – Resolution No. 03 - _____
 - 3.2 Reappoint Marvin Diamond and Appoint Suzan Turley as Members of the Library Board and Appoint Barbara Butler as Alternate to the Library Board – Resolution No. 03 - _____
 - 3.3 Approve Budget Amendment #6 to the Fiscal Year 2002-03 Budget to Increase Appropriations to Allow Expenditures of Police Department Grant Funds – Resolution No. 03 - _____
 - 3.4 Approve Budget Amendment #7 to the Fiscal Year 2002-03 Budget to Increase Appropriations for Funding of Attorney Fees – Resolution No. 03 - _____
 - 3.5 Approve an Intergovernmental Agreement with Washington County to Provide Engineering and Rights-of-Way Acquisition Services for the Greenburg Road Project
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*
4. DISCUSSION WITH STATE SENATOR GINNY BURDICK AND STATE REPRESENTATIVE MAX WILLIAMS
 - a. Comments by Senator Burdick and Representative Williams
 - b. Council Discussion
 5. UPDATE ON THE INDONESIAN RESOURCE CITIES PROGRAM
 - a. Staff Report: Administration
 - b. Council Discussion
 6. CONSIDER A RESOLUTION ADOPTING THE CITYWIDE MASTER FEES AND CHARGES SCHEDULE
 - a. Staff Report: Finance Staff
 - b. Council Discussion
 - c. Council Consideration: Resolution No. 03 - _____

7. CONTINUATION OF PUBLIC HEARING (INFORMATIONAL) TO CONSIDER ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 28 – PORTIONS OF SW O'MARA STREET, SW FREWING STREET, SW EDGEWOOD STREET, SW HILL VIEW COURT, AND SW MCDONALD STREET
 - a. Open Public Hearing - Continued from June 10, 2003
 - b. Summation by Engineering Department
 - c. Public Testimony
 - d. Staff Recommendation
 - e. Council Discussion
 - f. Close Public Hearing

8. CONTINUATION OF PUBLIC HEARING (INFORMATIONAL) TO CONSIDER ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 29 – SW PARK STREET, SW DERRY DELL COURT, SW COOK LANE AND SW WATKINS AVENUE
 - a. Open Public Hearing - Continued from June 10, 2003
 - b. Summation by Engineering Department
 - c. Public Testimony
 - d. Staff Recommendation
 - e. Council Discussion
 - f. Close Public Hearing

9. COUNCIL LIAISON REPORTS

10. NON AGENDA ITEMS

11. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

12. ADJOURNMENT

AGENDA ITEM # _____
FOR AGENDA OF June 24, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Study Session - Briefing on Solid Waste Management and Franchise Agreements

PREPARED BY: Tom Imdieke DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

This will be a short briefing for Council highlighting the City's solid waste franchise agreements, administrative rules, and rate setting process.

STAFF RECOMMENDATION

The briefing is designed to give members of the Council background information on the franchise agreements and how they are structured.

INFORMATION SUMMARY

The City of Tigard, under Tigard Municipal Code Chapter 11.04, has codified how solid waste is to be managed within the City limits of Tigard. The code is designed to accomplish specific objectives which include the following:

- Achieve resource recovery goals established by the city, county, State Department of Environmental Quality, and Metro.
- Insure the safe accumulation, storage, collection, transportation, disposal or resource recovery of solid waste.
- Insure maintenance of a financially stable, reliable solid waste collection and disposal service.
- Insure rates that are just, fair, reasonable, and adequate to provide necessary service to the public.
- Conserve energy and material resources.
- Eliminate overlapping service.
- Provide standards for solid waste service and public responsibilities.
- Provide recycling opportunities to the public.

The franchise agreements are automatically renewed for a term of seven years each January 1 unless the City Council acts to terminate the franchise. There are two franchised solid waste companies operating in the City. Pride Disposal and Waste Management, dba Miller's Sanitary.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

N/A

FISCAL NOTES

The City receives annual franchise revenue from the two haulers that are franchised in the City - Pride Disposal and Waste Management, dba Miller's Sanitary. For Fiscal Year 2003-04, the estimate is \$200,000.



MEMORANDUM

CITY OF TIGARD

TO: City Council

FROM: Jim Hendryx

DATE: June 13, 2003

SUBJECT: June 24th Council Meeting – Bull Mountain Assessment Report

Council recently received a copy of the Bull Mountain Public Facilities and Services Assessment Report. We will discuss the report at the June 24th study session, so please bring your copy with you to the meeting. Department Heads will be at the meeting to answer any questions related to their section of the report.

AGENDA ITEM # _____
FOR AGENDA OF 6/24/03

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Approval of Municipal Court Judge's Contract

PREPARED BY: Nadine Robinson DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Resolution 88-21 established a policy of setting the terms, expectations and compensation for the municipal judge function through personal services contract. This contract continues Michael J. O'Brien's service as Tigard Municipal Court Judge.

STAFF RECOMMENDATION

Approve resolution renewing Michael O'Brien's personal services contract

INFORMATION SUMMARY

Section 10 of the City Charter designates the municipal judge as an officer of the City. Section 11 of the Charter specifies that City Council will determine the amount of compensation for city officers. Since 1988, the City has established compensation and outlined the scope of the judge's duties by entering into a personal services contract with the municipal judge.

Judge O'Brien has been the senior judge of Tigard Municipal Court since October 1989. During his time as municipal judge, the traffic caseload has doubled and new programs such as civil infractions and youth court have been added. The municipal court continues to grow and to provide a local forum for resolution of parking, minor traffic, code violations and limited misdemeanors cases.

With approval of this contract, Judge O'Brien will be compensated \$30,900.00 per year to preside over hearings, review and update municipal court rules and procedures, provide an annual court report and conduct research. The proposed compensation reflects a 3% adjustment from the judge's current compensation. The contract is for two years and allows for review of compensation at the end of fiscal year 2003-2004 or if caseload or other projects result in extended judicial hours.

OTHER ALTERNATIVES CONSIDERED

Do not increase the Judge's compensation. This would require a reduction in caseload and court hours.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

- Resolution with an attached personal services contract

FISCAL NOTES

Sufficient funds have been allocated in the 2003-2004 budget.

CITY OF TIGARD, OREGON

RESOLUTION NO. 03-_____

A RESOLUTION OF THE TIGARD CITY COUNCIL APPROVING A PERSONAL SERVICES CONTRACT WITH MICHAEL J. O'BRIEN, MUNICIPAL COURT JUDGE

WHEREAS, Section 10 of the Tigard City Charter provides for the office of Municipal Judge; and

WHEREAS, Michael O'Brien served as a Municipal Court Pro-tem Judge from October 23, 1989 to July 1, 1992 and has served as Municipal Judge since July 1, 1992; and

WHEREAS, the Tigard City Council has found Judge O'Brien's performance to be satisfactory; and

WHEREAS, the City Council wishes to continue the understood reporting procedure between the City and Municipal Judge;

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: A personal services contract is entered into by mutual agreement of the parties as set forth in the attached Exhibit "A". This contract will take effect July 1, 2003 and shall repeal and replace all prior verbal and written agreements.

SECTION 2: This resolution shall be effective on and after the first day of July, 2003.

PASSED: This _____ day of _____ 2003.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard



CITY OF TIGARD, OREGON
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2003 by and between the CITY OF TIGARD, a municipal corporation of the State of Oregon, hereinafter called CITY, and Michael J. O'Brien, hereinafter called MUNICIPAL COURT JUDGE.

RECITALS

City has need for services, as defined in Tigard Municipal Code 2.16, of an individual with particular training, ability, knowledge, and experience, and

City has determined that Municipal Court Judge is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth:

Therefore, the parties agree as follows:

SCOPE OF WORK

Municipal Court Judge agrees to provide the following services:

- Preside over arraignments, trials, and hearings for the following case types: civil infractions, criminal cases, juvenile violations, traffic violations, and parking citations;
- Oversee the Municipal Court judicial function;
- Update court orders and rules as needed;
- Provide an annual report to City Council;
- Research and additional projects as agreed to by the Municipal Court Judge and Administrative Services Manager.

EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the 1st day of July, 2003 and shall expire, unless otherwise terminated or extended, on the 30th of June, 2005. Compensation will be reviewed at the end of the 2003-2004 fiscal year to determine what adjustment is appropriate. If the court's caseload increases significantly, and results in a substantial increase in the Municipal Court Judge's hours, both parties agree to negotiate an appropriate adjustment in Municipal Court Judge's rate of compensation.

COMPENSATION

City agrees to pay Municipal Court Judge an amount not to exceed thirty thousand nine hundred dollars (\$30,900.00) annually for performance of those services described in this Agreement. Payment will be made in 26 bi-weekly installments based on Municipal Court Judge's invoice, subject to the approval of the Administrative Services Manager.

Contact Information

All notices, bills, and payments shall be made in writing and may be given by personal delivery, mail, or fax. Payments may be delivered by personal delivery, mail, or electronic transfer. The following addresses and contacts shall be used to transmit notices, bills, payments, and other information:

Contact Manager for City:	Municipal Court Judge:
City of Tigard	Company: Michael J. O'Brien
Attn: Nadine Robinson, Administrative Services Manager	Address: PO Box 711
13125 SW Hall Blvd., Tigard, Oregon 97223	City, State Zip Code: Forest Grove, OR 97116
Phone: 503-639-4171 ext. 2481	Phone: 503-357-0144
Fax: 503-684-7297	Fax: 503-359-4539
Email Address: nadine@ci.tigard.or.us	Email Address: rune@easystreet.com

MUNICIPAL COURT JUDGE AS INDEPENDENT CONTRACTOR

Municipal Court Judge acknowledges that for all purposes related to this Agreement, Municipal Court Judge is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Municipal Court Judge is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Municipal Court Judge under the terms of this Agreement, to the full extent of any benefits or other remuneration Municipal Court Judge receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Municipal Court Judge or to a third party) as a result of said finding.

Municipal Court Judge acknowledges that for all purposes related to this Agreement, Municipal Court Judge is not an employee of the City as those terms are used in ORS 30.265.

PROFESSIONAL SERVICES

The CITY requires that services provided pursuant to this agreement shall be provided to the City by a service provider which does not represent clients on matters contrary to City interests. Further, Municipal Court Judge shall not engage services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Municipal Court Judge represent clients on matters contrary to City interests or engage the services on an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Municipal Court Judge shall consult with the appropriate City representative regarding the conflict.

After such consultation, the Municipal Court Judge shall have 30 days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to the termination clause in this agreement.

INDEMNIFICATION

City has relied upon the professional ability and training of Municipal Court Judge as a material inducement to enter into this Agreement. Municipal Court Judge warrants that all work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Municipal Court Judge's work by City shall not operate as a waiver or release.

City will defend and indemnify Municipal Court Judge for all actions taken while Municipal Court Judge is performing within the scope and responsibilities of the municipal court judge as provided in this agreement to the extent of the City's obligation pursuant to the Oregon Revised Statutes.

TERMINATION

The parties agree that any decision by either party to terminate this Agreement before the 30th of June, 2005 shall be accompanied by thirty (30) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Municipal Court Judge for services rendered prorated to the date of termination.

AGREEMENT MODIFICATIONS

Modifications to this Agreement are valid only if made in writing and signed by all parties.

OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Municipal Court Judge which result from this Agreement, including any correspondence or pertinent data and information gathered by or computed by Municipal Court Judge prior to termination of this Agreement by Municipal Court Judge or upon completion of the work pursuant to this Agreement.

GOVERNING LAW

Municipal Court Judge shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in a contract of this type are incorporated into this Agreement as though fully set forth herein. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

COMPLETE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Municipal Court Judge has executed this Agreement on the date hereinabove first written.

CITY OF TIGARD

MUNICIPAL COURT JUDGE

By: Authorized City staff

By: Service Provider

Date

Date

AGENDA ITEM # _____
FOR AGENDA OF June 24, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Reappointment of Marvin Diamond to the Library Board, appointment of Suzan Turley to the Library Board and appointment of Barbara Butler as alternate to the Library Board

PREPARED BY: Susan Koepping DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Appointments to the Library Board.

STAFF RECOMMENDATION

Adopt the attached resolution making the following appointments to the Library Board: Marvin Diamond and Suzan Turley to four-year terms, and Barbara Butler as alternate for a two-year term.

INFORMATION SUMMARY

Marvin Diamond was first appointed to complete the term initiated by Ken Tolliver. This resolution appoints Mr. Diamond to a four-year term. Suzan Turley has served as alternate to the Library Board for two years. This resolution appoints Ms. Turley to a four-year term term on the Library Board. This resolution appoints Barbara Butler as alternate to the Library Board for a two-year term.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal: City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community.

ATTACHMENT LIST

Information about the candidates

FISCAL NOTES

none

CITY OF TIGARD, OREGON

RESOLUTION NO. 03-_____

A RESOLUTION REAPPOINTING MARVIN DIAMOND TO THE LIBRARY BOARD, APPOINTING SUZAN TURLEY TO THE LIBRARY BOARD AND APPOINTING BARBARA BUTLER AS ALTERNATE TO THE LIBRARY BOARD.

WHEREAS, two openings exist on the Library Board due to the expiration of the terms held by Marvin Diamond and Anne Braun, and

WHEREAS, Marvin Diamond and Suzan Turley have expressed interest in serving on the Library Board and were interviewed by the Mayor's Appointments Advisory Committee in June 2003, and

WHEREAS, an opening as Library Board alternate exists and Barbara Butler has expressed interest in serving on the Library Board, and

WHEREAS, Ms. Butler was interviewed by the Mayor's Appointments Advisory Committee in June 2003,

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Marvin Diamond is appointed to a four-year term which will end on June 30, 2007.

SECTION 2: Suzan Turley is appointed to a four-year term which will end on June 30, 2007.

SECTION 3: Barbara Butler is appointed as alternate to the Library Board for a two-year term which will end on June 30, 2005.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2003.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Library Board Appointees

Marvin Diamond, an eight year resident, lives in the central part of Tigard. Although now retired, he was employed as a pharmacist and a librarian. Marvin has been actively involved with libraries, including the Tigard Library, for several years.

Suzan Turley has lived in Tigard are about 1.5 years and resides near Durham Road. Suzan has been employed in the public sector for about 20 years, has held elective positions in other Oregon communities, and been an active volunteer.

Barbara Butler has also lived in Tigard for about 8 years. She has worked in the public sector and has also been self-employed. She has a masters degree and been an active volunteer with a variety of agencies.

AGENDA ITEM # _____
FOR AGENDA OF 06/24/2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE - A RESOLUTION APPROVING BUDGET AMENDMENT #6 TO THE FY 2002-03 BUDGET TO INCREASE APPROPRIATIONS TO ALLOW EXPENDITURES OF POLICE DEPARTMENT GRANT FUNDS.

PREPARED BY: Roger Dawes DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should the Council amend the FY 2002-03 Budget to increase appropriations to allow expenditure of Police Department grant funds.

STAFF RECOMMENDATION

Staff recommends approval of this budget amendment.

INFORMATION SUMMARY

The City was awarded a grant in the amount of \$24,361 from the Local Law Enforcement Block Grant Program, Department of Justice. The City Council voted to accept the grant and authorized expenditure of the grant funds at the October 8, 2003 City Council meeting. This action, however, did not include amending the FY 2002-03 Budget.

This action would increase appropriations giving the department budget authority to spend the funds. The funds were used to purchase 5 automated external defibrillators, a laptop computer for the Municipal Court, a software program called LEDS (Law Enforcement Data System) which will allow the police department to continue in the Oregon Law Enforcement Data System, a training program directed at high school drivers called CRASH which uses automobile crashes as a basis for teaching physics, math, drivers education and other high school courses, and money for middle school and after school programs.

Under Oregon Budget Law, it is not possible to recognize revenues from general purpose grants (such as the Local Law Enforcement Block Grant) without a supplemental budget. Supplemental budgets take several weeks to process, and there is not sufficient time in the fiscal year to do so. It is therefore necessary to amend the budget by transferring appropriations from contingency to cover the grant expenditures. The City will still receive the grant revenues, which will offset the draw on contingency.

OTHER ALTERNATIVES CONSIDERED

Do not approve this budget amendment; maintain the current FY 2002-03 budget. This would prevent the City from appropriating and using the grant funds this fiscal year.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

Resolution approving the budget amendment
Attachment A to the resolution

FISCAL NOTES

This amendment transfers \$24,361 from the General Fund Contingency to the Police Department budget.

CITY OF TIGARD, OREGON

RESOLUTION NO. 03-_____

A RESOLUTION APPROVING BUDGET AMENDMENT #6 TO THE FY 2002-03 ADOPTED BUDGET TO INCREASE APPROPRIATIONS TO ALLOW EXPENDITURES OF POLICE DEPARTMENT GRANT FUNDS

WHEREAS, the City of Tigard was awarded a grant in the amount of \$24,361 from the Local Law Enforcement Block Grant Program, Department of Justice, and

WHEREAS, the City of Tigard City Council voted to accept the grant and authorize expenditure of the grant funds at the October 8, 2002 City Council meeting, and

WHEREAS, it is necessary to adjust the FY 2002-03 Adopted Budget to increase the General Fund expenditures to allow the expenditures of the grant funds.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The FY 2002-03 Adopted Budget of the City Tigard is hereby amended as shown in Attachment A to this resolution.

PASSED: This _____ day of _____ 2003.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Attachment A
FY 2002-03
Budget Amendment # 6

FY 2002-03 Revised Budget	Budget Amendment # 6	Revised Revised Budget
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General Fund

Resources

Beginning Fund Balance	6,643,662		6,643,662
Property Taxes	8,743,869		8,743,869
Grants	40,900		40,900
Interagency Revenues	2,388,864		2,388,864
Development Fees & Charges	193,614		193,614
Utility Fees and Charges	0		0
Miscellaneous Fees and Charges	159,260		159,260
Fines and Forfeitures	407,530		407,530
Franchise Fees and Business Tax	2,524,167		2,524,167
Interest Earnings	234,150		234,150
Bond/Note Proceeds	0		0
Other Revenues	44,850		44,850
Transfers In from Other Funds	2,131,077		2,131,077
Total	\$23,511,943	\$0	\$23,511,943

Requirements

Community Service Program	9,414,511	24,361	9,438,872
Public Works Program	2,511,437		2,511,437
Development Services Program	2,573,110		2,573,110
Policy & Administration Program	298,407		298,407
General Government	0		0
Program Expenditures Total	\$14,797,465	\$24,361	\$14,821,826
Debt Service	\$0		\$0
Capital Improvements	\$43,750		\$43,750
Transfers to Other Funds	\$4,566,781		\$4,566,781
Contingency	\$1,265,155	(\$24,361)	\$1,240,794
Total Requirements	\$20,673,151	\$0	\$20,673,151
Ending Fund Balance	2,838,792		2,838,792
Grand Total	\$23,511,943	\$0	\$23,511,943

AGENDA ITEM # _____
FOR AGENDA OF June 24, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A RESOLUTION APPROVING BUDGET AMENDMENT #7 TO THE FY 2002-03 ADOPTED BUDGET TO INCREASE APPROPRIATIONS FOR FUNDING OF ATTORNEY FEES

PREPARED BY: Tom Imdieke DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should the City Council amend the FY 2002-03 budget to increase appropriations to fund unanticipated attorney fees.

STAFF RECOMMENDATION

Staff recommends approval of this budget amendment.

INFORMATION SUMMARY

This amendment to the attorney budget is necessary due to the unanticipated labor relation issues which arose during this fiscal year and which the City Council has been briefed on at previous Executive Sessions.

OTHER ALTERNATIVES CONSIDERED

None considered, insufficient appropriations available.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

Resolution with Attachment A approving the amendment.

FISCAL NOTES

This amendment transfers \$25,000 from the Central Services Fund Contingency to the City Attorney budget.

CITY OF TIGARD, OREGON

RESOLUTION NO. 03-_____

A RESOLUTION APPROVING BUDGET AMENDMENT #7 TO THE FY 2002-03 ADOPTED BUDGET TO INCREASE APPROPRIATIONS FOR FUNDING OF ATTORNEY FEES

WHEREAS, the City Council has been briefed on various unanticipated labor relation issues during this fiscal year in Executive Session, and

WHEREAS, the adopted FY 2002-03 budget for attorney fees is not sufficient to cover the total costs of attorney fees because of the unanticipated labor relation issues, and

WHEREAS, Oregon State Budget Law prohibits jurisdictions from over spending appropriations.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The FY 2002-03 Adopted Budget of the City of Tigard is hereby amended as shown in Attachment A to this resolution.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2003.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Attachment A
FY 2002-03
Budget Amendment # 7

FY 2002-03 Revised Budget	Budget Amendment # 7	Revised Revised Budget
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Central Services Fund

Resources

Beginning Fund Balance	\$400,000		\$400,000
Property Taxes	0		0
Grants	0		0
Interagency Revenues	0		0
Development Fees & Charges	0		0
Utility Fees and Charges	0		0
Miscellaneous Fees and Charges	0		0
Fines and Forfeitures	0		0
Franchise Fees and Business Tax	0		0
Interest Earnings	0		0
Bond Proceeds/Principal	0		0
Other Revenues	0		0
Transfers In from Other Funds	4,521,569		4,521,569
Total	\$4,921,569	\$0	\$4,921,569

Requirements

Community Service Program	\$0		\$0
Public Works Program	0		0
Development Services Program	0		0
Policy & Administration Program	3,993,242		3,993,242
General Government	192,100	25,000	217,100
Program Expenditures Total	\$4,185,342	\$25,000	\$4,210,342
Debt Service	\$0		\$0
Capital Improvements	\$0		\$0
Transfers to Other Funds	\$113,177		\$113,177
Contingency	\$398,049	(\$25,000)	\$373,049
Total Requirements	\$4,696,568	\$0	\$4,696,568
Ending Fund Balance	225,000		225,000
Grand Total	\$4,921,568	\$0	\$4,921,568

AGENDA ITEM # _____
FOR AGENDA OF June 24, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Intergovernmental Agreement between the City of Tigard and Washington County for the County to provide Engineering and Rights-of-Way Acquisition Services for the Greenburg Road Project.

PREPARED BY: G. Berry DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should City Council approve the attached Intergovernmental Agreement with Washington County authorizing the County to provide Engineering and Rights-of-Way Acquisition Services for Greenburg Road?

STAFF RECOMMENDATION

That City Council, by motion, approve the proposed Intergovernmental Agreement with Washington County.

INFORMATION SUMMARY

This project would improve Greenburg Road from Washington Square Drive to Tiedeman Avenue. The bulk of the work will be to widen Greenburg Road between the Highway 217 overcrossing and Tiedeman Avenue to five lanes. The completed improvements would enhance movement into and out of the Washington Square Regional Center.

The proposed agreement authorizes Washington County to design the project and acquire additional right-of-way to accommodate the improvements. This will allow construction to proceed once construction funding becomes available.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

The Greenburg Road project meets the Tigard Beyond Tomorrow goals of "Improve Traffic Flow" and "Improve Traffic Safety."

ATTACHMENT LIST

Proposed Intergovernmental Agreement
Site Map

FISCAL NOTES

Funding is through the Priorities 2000 & 2002 MTIP funds of \$660,000 with the City of Tigard providing \$85,000 in matching funds for a total of \$745,000. Funding for construction has been submitted under the MTIP Priorities 2004 – 2007 project selection process.

INTERGOVERNMENT AGREEMENT

BETWEEN:

Washington County and City of Tigard

FOR ROADWAY IMPROVEMENTS TO:

Greenburg Road - Washington Square Drive to Tiedeman Avenue

THIS AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "COUNTY"; and the City of Tigard, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY".

RECITALS

1. County and City have determined that design of roadway improvements to Greenburg Road from Washington Square Drive to Tiedeman Avenue (Project) should be undertaken. These improvements include:
 - Widening of Greenburg Road from Shady Lane to Tiedeman Avenue to 5 lanes facility with bike lanes and sidewalks on both sides.
 - Reconstruct the street as necessary for proper vertical alignment.
 - Modify the signal systems at Cascade Boulevard and Tiedeman Avenue to conform to the widened roadway.
 - Modify signing north of Shady Lane to Washington Square Drive to match the existing street to the newly widened roadway.
 - Construct appropriate transitions at the approaches south and west of the Tiedeman intersection.
 - Extend an existing bridge in that segment of Greenburg to allow for the expanded roadway.
2. City has agreed to fund the design, preparation of bid document and acquisition of right-of-way for the PROJECT and to seek funding for construction. Bids for constructing the PROJECT will not be requested until funding for the construction is available. The purpose of this agreement is to prepare bid documents for which bids could be promptly requested once funding for construction is available.
3. ORS 190.003 - 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform.
4. It is the mutual desire of the COUNTY and CITY to enter into such an agreement for design of the PROJECT, with the allocation of responsibilities as detailed below.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. COUNTY OBLIGATIONS

1.1 Upon execution of this Agreement, County shall assign a Project Manager to be responsible for coordination of the Project with the City.

1.2 County shall be responsible for the following elements of the Project:

- Project Management
- Planning and Public Involvement
- Preliminary Design
- Land Use Approval and Permitting
- Right-of-Way Acquisition
- Final Design

1.3 County shall design the Project to City standards, except as otherwise agreed in writing by the County Engineer and City Engineer. County shall provide the City with at least ten (10) workdays to review the preliminary design documents at 50% and 90% plans, and five (5) additional workdays to review plans and specifications at 100% design completion. Submittal at 100% design completion shall also include electronic copy of the design that is prepared in a format consistent with the versions of AutoCAD 2002 and Microsoft Word 2002. The Bid documents shall also be in conformance to City's format. Any objection of the City to preliminary or final plans and specifications shall be resolved through consultation between the County Engineer and the City Engineer.

1.4 County shall establish a unique project number and compile accurate cost accounting records, which shall be available for examination by the City upon reasonable notice.

2. CITY OBLIGATIONS

2.1 Upon execution of this Agreement, City shall assign a project manager to be responsible for coordination of the Project with the County.

2.2 City shall review and comment on submittals within the time frames established in paragraph 1.3 of this Agreement. Failure to do so constitutes approval.

2.3 City shall review the Project bid results furnished by the County and notify the County within one working day of any concerns.

3. COMPENSATION

- 3.1 City shall be responsible for the total design and right-of-way acquisition costs, estimated at \$745,000. Costs shall include, but are not limited to, engineering consultant services, facilitating neighborhood meetings, all land acquisition costs including land purchase, obtaining DSL/Corps, Sensitive Land and ODOT permits and administrative costs in accordance with Office of Management and Budget Circular A-87.
- 3.2 Notwithstanding the estimate of cost above, City shall reimburse County for the actual amount of the costs incurred for Project work, provided that the actual cost does not exceed the total estimated cost of \$745,000. If the Project costs exceed \$745,000, reimbursement of that cost will be renegotiated by City and County and allocated in an amendment to this Agreement.
- 3.3 County shall, at least once each calendar quarter, prepare and submit invoices to the City in sufficient detail and in a form acceptable to the City. County shall, within 90 days after completion and acceptance of the Project, prepare and submit a final statement of expenditures to the City.
- 3.4 City shall pay County for Project costs within thirty (30) days after receipt of County billing.

4. GENERAL PROVISIONS

4.1 LAWS OF OREGON

The parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated and made a part of this Agreement as if fully set forth herein.

4.2 DEFAULT

Time is of the essence in the performance of this Agreement. Either party shall be deemed to be in default if it fails to comply with any provision of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect. City shall pay County for costs incurred for satisfactorily completed and authorized work up to the time of default, if any.

4.3 INDEMNIFICATION

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or rising out of services

performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees, and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this Agreement.

4.4 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

4.5 DISPUTE RESOLUTION

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

4.6 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

4.7 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

5. TERM OF AGREEMENT

5.1 The term of the Agreement shall be from the date of execution until the completion of the project, but not to exceed four (4) years.

5.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective 30 days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the Project and paying for costs incurred as are necessary.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

DONE AND DATED this _____ day of _____, 2003.

CITY OF TIGARD, OREGON

WASHINGTON COUNTY, OREGON

Mayor

Chair
Board of County Commissioners

Date: _____

Date: _____

Attest:

City Recorder

Recording Secretary

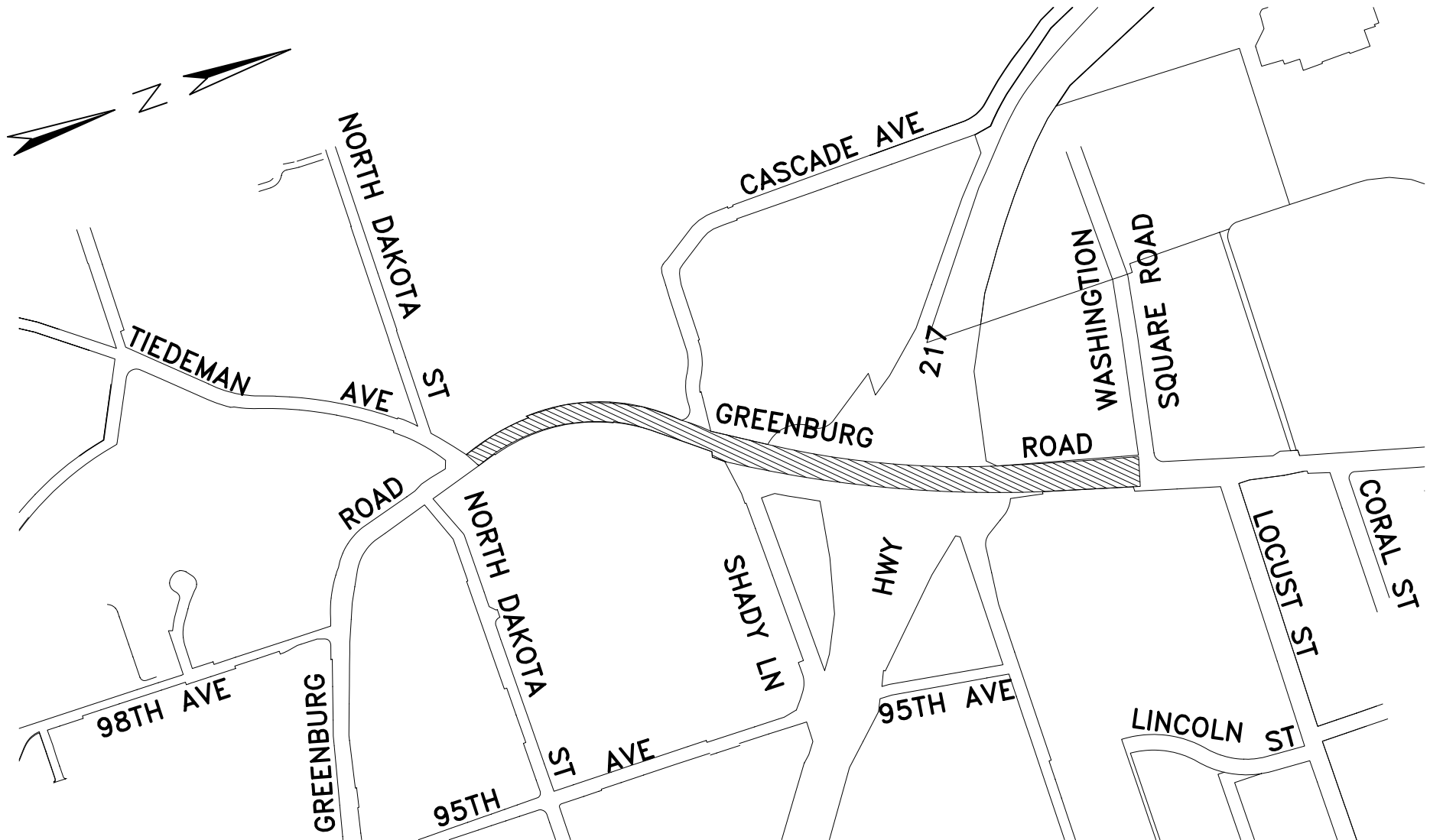
Date: _____

Date: _____

APPROVED AS TO FORM:

Loretta S. Skurdahl
Senior Assistant County Counsel

GREENBURG ROAD IMPROVEMENTS
(Washington Square Road to Tiedeman Avenue)



VICINITY MAP
NTS

AGENDA ITEM # _____
FOR AGENDA OF June 24, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Discussion with State Senator Ginny Burdick and State Representative Max Williams

PREPARED BY: Greer Gaston DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

A discussion with State Senator Ginny Burdick and State Representative Max Williams on issues of interest to Council.

STAFF RECOMMENDATION

Identify issues of interest or concern for Senator Burdick and Representative Williams.

INFORMATION SUMMARY

The Legislative Assembly convened on January 13, 2003. As long as the Assembly is in session, Senator Burdick and Representative Williams will meet with Council on the 4th Tuesday of each month during the Council business meeting to update Council on legislative activities. A memo from staff summarizing legislative issues of interest will be distributed with the Council mail on Friday, June 20.

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Communication Goal #1, Action Committee Strategy: "Encourage public participation through accessibility and education."

FISCAL NOTES

None.

AGENDA ITEM # _____
FOR AGENDA OF June 24, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Introduction: Delegation from Samarinda Indonesia

PREPARED BY: Elizabeth Ann Newton DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Welcome the delegation from Samarinda, Indonesia and a presentation on the status of the partnership program.

STAFF RECOMMENDATION

Formally welcome the delegation from Samarinda Indonesia and hear a presentation on the status of the partnership program.

INFORMATION SUMMARY

The City of Tigard has been given a unique opportunity to work in partnership with the City of Samarinda, and County of Kutai, East Kalimantan, Indonesia along with Washington County. This is part of the International Resource Cities program which is funded by the U.S. Agency for International Development (USAID) and implemented by the International City/County Management Association (ICMA).

In February, 2002, a delegation from Tigard and Washington County visited Samarinda and the County of Kutai and signed an agreement between the cities and counties and ICMA to develop an improved citizen participation process, create a solid waste recycling program, design and implement a training program in double entry accounting, and prepare a matrix of potential revenue generating programs.

In June of 2002, a delegation of seven Indonesians visited Tigard and Washington County and trained with city and county staff in the above areas. In October of 2002, a delegation of six city and county staff members went over to Indonesia to conduct training in the program areas.

A delegation of three Samarinda representatives visited Tigard the week of February 8, 2003, to receive further training in the area of citizen participation, drinking water systems and recycling education. On June 18, Rusman Yaqub and Suyitrio arrived to participate in training with the City of Beaverton's Dispute Resolution Center. They will attend the June 24th Council meeting to discuss the benefits of the exchange program.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

N/A

FISCAL NOTES

The cost of this program is provided by USAID with the City providing some staff time to conduct training.

AGENDA ITEM # _____
FOR AGENDA OF June 24, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Consider a Resolution Adopting the Master Fees and Charges Schedule Which Replaces Resolution No. 02-06 and All Subsequent Amendments to Date.

PREPARED BY: Michelle Wareing DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should the City Council approve a resolution to adopt the Master Fees and Charges Schedule?

STAFF RECOMMENDATION

Staff recommends that Council adopt the resolution.

INFORMATION SUMMARY

On June 17, 2003, Staff briefed Council about proposed fee changes and the need to update the current Master Fees and Charges Schedule. The Master Fees and Charges Schedule, which contains all citywide fees and charges, was first adopted on January 22, 2002. The purpose of the Schedule is to streamline the review process and minimize the number of resolutions and ordinances relating to fees and charges. Tigard Municipal Code (TMC) 3.32.050 requires that the City Council review fees and charges annually.

There are various reasons for the proposed changes. Several of the fees are either adjusted annually by previously approved formulas or set by other agencies. Other fees are no longer adequately recovering the City's cost to provide services. Finally, some fees are related to services and/or permits that the City no longer provides or are redundant within the Schedule.

OTHER ALTERNATIVES CONSIDERED

Do not adopt the Master Fees and Charges Schedule

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

None

ATTACHMENT LIST

Resolution
Master Fees and Charges Schedule will be provided in the Council newsletter on June 20, 2003.

FISCAL NOTES

There are no additional costs attached to these changes.

CITY OF TIGARD, OREGON

RESOLUTION NO. 03-_____

A RESOLUTION ADOPTING THE CITYWIDE MASTER FEES AND CHARGES SCHEDULE WHICH REPLACES RESOLUTION NO. 02-06 AND ALL SUBSEQUENT AMENDMENTS TO DATE.

WHEREAS, Tigard Municipal Code (TMC) 3.32.050 requires that City Council review fees and charges annually; and

WHEREAS, City staff has briefed Council about the proposed fee changes at the May 27, 2003 and June 17, 2003 Council meetings; and

WHEREAS, City Council has given approval to proceed with proposed fee changes and the adoption of the Master Fees and Charges Schedule.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1 The fees and charges for the City of Tigard is enumerated in the attached Master Fees and Charges Schedule (Exhibit A).

SECTION 2 This resolution is effective July 1, 2003.

PASSED: This _____ day of _____ 2003.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

AGENDA ITEM # _____
FOR AGENDA OF June 24, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Formation of Sanitary Sewer Reimbursement District No. 28 (SW O'Mara, McDonald Streets) (Continuation from June 10, 2003)

PREPARED BY: G. Berry DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Formation of Sanitary Sewer Reimbursement District No. 28 to construct a sanitary sewer project as part of the Citywide Sewer Extension Program.

STAFF RECOMMENDATION

Close the public hearing and deny formation of the district. Direct staff to conduct a neighborhood meeting to discuss and answer questions regarding the proposed project.

INFORMATION SUMMARY

Construction of the improvements in proposed Sanitary Sewer Reimbursement District No. 28 would provide sewer service to thirty-six unserved lots along SW O'Mara Street and adjacent portions of SW Frewing Street, Edgewood Street, Hill View Court, and McDonald Street. As with all projects constructed through the City's Neighborhood Sewer Extension Program, the City would install public sewers to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,335 (\$2,435 after June 30, 2003) before connecting to the line and would be responsible for disconnecting the existing septic system according to County rules and any other plumbing modifications necessary to connect to the public line.

On June 10, 2003, City Council conducted an informational hearing and considered establishing the reimbursement district. The submitted City Engineer's Report reported an estimated project cost of \$426,150 that resulted in a cost to each owner of \$0.60 per square foot of the owner's lot. This amount included an estimated construction cost of \$326,490, a 15% contingency added to the estimated construction cost, plus a 13.5% engineering and administration fee.

On June 3, 2003, bids for the construction of the project were opened. The apparent low bid contained errors, was considered non-responsive, and rejection of the bid is recommended. The second lowest bid is \$366,664.40 submitted by Kerr Contractors. Staff has reviewed the bid documents and concludes that this bid is responsive and that Kerr Contractors is a responsible bidder. The bid amount is 12.3% higher than the Engineer's Estimate of \$326,517. However, the range of bid amounts received on this project indicates that the true project construction cost is probably around \$400,000. Re-bidding the project would most likely not result in lower bids because as summer work begins in earnest, contractors become fully engaged in construction and tend to bid

higher on projects advertised at that time. The bid by Kerr Contractors has to be either awarded or rejected no later than 45 calendar days after the bid opening (i.e. July 16, 2003), unless the City and Kerr Contractors mutually agree in writing to extend that period.

Based on the low responsive bid of \$366,664, the expected project cost is \$436,970 or \$0.62 per square foot of lot served. The project cost is arrived at as before by adding a construction contingency and an engineering and administration fee. However, the construction contingency can now be reduced from 15% to 5% since there is less uncertainty in basing a project cost on the construction cost as bid rather than as estimated. Despite the reduction in construction contingency, the estimated costs based on the actual bid do increase the cost to each of the property owners in comparison to the previous estimate.

Reimbursement District No. 29 is in the same situation as No. 28. In addition, there is an upcoming reimbursement district formation proposed for the vicinity of Murdock Street and 100th Avenue. We intend to conduct a neighborhood meeting for District Nos. 28 and 29 on July 9, 2003. Attached is a letter that will be sent to each resident in the two districts with meeting notice, estimated costs, and an explanation of the Citywide Sewer Extension Program enclosed. The meeting for the proposed district on Murdock Street will be conducted on July 10, 2003. At these meetings, the rationale for the Citywide Sewer Extension Program to provide sewer service to all developed but unserved lots within the City will be discussed. Each of the affected property owners will be provided an opportunity to review the estimated costs and ask questions regarding their proposed districts. For proposed districts 28 and 29, the estimated costs will be based on the bid results received. The proposed district for the Murdock Street area will be based on estimated costs using typical prices on bids received to date.

Because of the need to discuss the districts with the affected lot owners, the formation of Reimbursement District No. 28 does not seem advisable at this time. The best course of action appears to be for Council to close the public hearing and decline to form the district. Any action to form the district would be taken only after the neighborhood meeting is conducted and the feedback from the residents is carefully considered prior to any decisions regarding the proposed project. The decision on whether or not to award the current low bid or request a time extension on the bid amount will be made after the neighborhood meeting has been conducted and a decision has been made regarding formation of the district.

OTHER ALTERNATIVES CONSIDERED

Continue the public hearing and delay the formation of the district until after the neighborhood meeting is conducted and the results are discussed with Council.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable.

ATTACHMENT LIST

Letter to each resident in proposed Reimbursement District No. 28 with attachments:

- ◆ Notice of Neighborhood Meeting (July 9, 2003)
- ◆ Citywide Sewer Extension Program summary
- ◆ Estimated Cost to Owners based on bid results

FISCAL NOTES

Funding is by unrestricted sanitary sewer funds.

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Property Owners
Proposed Sanitary Sewer Reimbursement Districts
No. 28 (SW O'Mara, McDonald Streets)
No. 29 (Park Street, Derry Dell Court)

The City of Tigard is conducting a Neighborhood Meeting to discuss and answer questions regarding proposed Sanitary Sewer Reimbursement District Nos. 28 and 29.

Attached are the following:

- Notice of Neighborhood Meeting (July 9, 2003)
- Citywide Sewer Extension Program Summary
- Estimated Cost to Owners based on bid results.

At this neighborhood meeting, City staff will be available to answer questions and receive comments on these two proposed sewer reimbursement districts to provide your neighborhood with sewer service. The proposed projects are part of the Citywide Sewer Extension Program that is intended to extend service throughout the City by 2006. Attendees will be presented with several options and asked which project option is preferred for their neighborhood. The options are as follows:

- The first option is to form the proposed district and award the contract to construct the project to the current low bidder. This would permit construction this summer. The estimated cost to each owner under this option is shown in the attached table. The costs shown include the amount the contractor bid, a 5% construction contingency, and 13.5% for an engineering and administrative fee.
- The second option is to not form the district and not award the contract for construction and rebid the project next spring.
- The final option is to delay the entire project until 2006, the final year of the Citywide Sewer Extension Program.

The amount each property owner will be required to pay will be limited to \$6,000 for connections completed within three years of City Council approval of the final City Engineer's Report following construction, in accordance with Resolution 01-46. This resolution also requires the owner to pay any fair share amounts that exceed \$15,000. Consequently, if the final fair share for an owner exceeds \$15,000, the owner would be required to pay \$6,000 plus the amount the fair share exceeds \$15,000.

Each owner would be required to pay a connection fee of \$2,435 at the time of connection to the sewer. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer. There is no requirement to connect to the sewer or to pay any fees until the owner chooses to connect to the sewer.

AGUSTIN P. DUENAS, P.E.
City Engineer

June 17, 2003

NOTICE

Neighborhood Meeting

Wednesday, July 9, 2003 AT 6:30 PM
IN THE AUDITORIUM OF THE TIGARD WATER BUILDING
8777 SW BURNHAM STREET
(Northwest corner Burnham St. and Hall Blvd.)
TIGARD OR 97223

Proposed Sanitary Sewer Reimbursement District No. 28.
(SW O'Mara and McDonald Streets)
and
Proposed Sanitary Sewer Reimbursement District No. 29
(SW Park Street and Derry Dell Court)

Agenda

6:30 P.M.	City staff will be available to answer questions
7:00 P.M.	Presentation on the Citywide Sewer Extension Program
	Options to be discussed:
	Form Districts and award current low bid for construction this summer.
	Delay formation and rebid spring 2004.
	Delay entire project until 2006.
7:30 P.M.	Staff will answer questions and receive comments on the proposed options.

Citywide Sewer Extension Program

Background

The Citywide Sewer Extension Program is a Council-directed program to systematically extend sewer service throughout the City. The mechanism to extend the sewer lines and provide service is through the formation of reimbursement districts. Reimbursement districts are formed to install public sewers to the lots within the districts and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection. The program is now entering its third year and is intended to provide public sewers to all developed but unserved areas in the City. At the beginning of this program approximately two years ago, there were over 680 residential lots throughout the City, plus about 80 commercial lots in the Tigard Triangle Area, without sewer service. These lots were typically on septic systems 30 years old or more. Failed septic systems create health hazards to the community. It is extremely difficult to react to failed septic systems that occur at random throughout the City. The ideal solution would be to extend sewers to all unsewered residential areas such that City sewer would be available as these systems fail.

The previous program prior to 2001 initiated projects contingent upon sufficient interest shown within a project area. To be considered for the program at that time, a neighborhood was required to submit evidence of resident support of a project. Consequently, reimbursement districts were established as requested by the residents rather than by a schedule set by the City. Unfortunately, this resulted in sewers being installed at random throughout the City. Often, lines had to be extended through other areas to serve those lots with failing septic systems. It was an extremely inefficient and expensive way to provide sewer service.

Council therefore directed the establishment of a 5-year program to systematically extend sewers Citywide in accordance with a sewer master plan developed for that purpose. On June 12, 2001, Council adopted the current plan to install sewers throughout the City by 2006 on a schedule set by the City rather than in response to requests for service from owners. The intention was to systematically extend sewer service throughout the City so that as aging septic systems failed, sewers would be available for the owner to connect to without delay and at the least possible expense. To encourage early sewer hookups under the previous program, City Council established the Neighborhood Sewer Reimbursement District Incentive Program on October 13, 1998. This program limited the amount any residential owner was required to pay for a share of the public sewer to \$8,000 up to a maximum of \$15,000 if the connection was completed within one year from when it was first available.

To encourage even more connections, Council modified the Incentive Program in 2001 so that the maximum amount an owner is required to pay for a share of the public line was reduced from \$8,000 to \$6,000 up to a maximum of \$15,000. The time allowed for an owner to take advantage of this reduced cost was increased from one to three years from when the service first became available.

The Current Program

Under the current program, the City forms reimbursement districts to construct the sewer improvements. At the time the property owner connects to the sewer, the owner would reimburse the City for a fair share of the total project cost. The amount an owner reimburses the City to connect to the sewer includes the actual amount the contractor is paid to construct the project plus 13.5% for engineering and administrative costs. For those owners that connect within the first three years after sewer becomes available, the City offers an incentive program that caps the owner's share at \$6,000 for the fair share that falls between \$6,000 and \$15,000. The owner would pay for any costs that exceed \$15,000. This, in effect, is a maximum \$9,000 subsidy from the City. Costs that exceed \$15,000 for any particular lot typically indicate that the lot is large in size and is capable of being subdivided into two or more lots upon development.

In addition to the fair share of the project cost, each owner would be required to pay a connection fee of \$2,435 before connecting to the line and would be responsible for disconnecting the existing septic system according to County rules and for any other plumbing modifications necessary to connect to the public line. Because the costs for plumbing modifications and closure of the existing septic systems vary widely for each lot and structure, each owner would need to consult a plumbing contractor to provide an estimate for what that cost would be.

The costs involved are therefore:

- Fair Share of the Project Cost (Each lot's share of the actual cost of the project plus 13.5% for engineering and administrative costs)
- Connection Fee (currently \$2,435.00)
- Plumbing modifications to connect to the sewer lateral provided (Owner's Responsibility-Costs vary dependent upon situation))
- Closure of the existing septic system (Owner's Responsibility-Costs vary dependent upon situation)

There is no requirement to connect to the sewer or to pay any fees until the owner chooses to connect to the sewer. Property owners that connect to the sewer fifteen (15) years or more after the district is formed do not have to pay the reimbursement fee. The connection charges at the time of connection would apply.

For those that do not choose to connect during the first three years after the sewer is made available, the reimbursement fee would be the full share of the project cost plus an annual increase as established by the City's Finance Director. The current rate (simple interest) is 6.05%.

The program is expected to conclude in 2006. Once the program is concluded, the remaining lots would be served based on interest shown by the residents and would be dependent upon availability of funding at that time.

Reimbursement District No. 28

Estimated Cost to Property Owners Based on Bid Results

OWNER	TAX LOT	SITE ADDRESS	AREA (AC)	AREA (S.F.)	ESTIMATED COST TO PROPERTY OWNER
1 BAYARD LAUREN &	2S102CD00300	9620 SW FREWING ST	0.474	20637.64	\$12,734
2 DOWD LARRY & LAURA	2S102CD00400	9600 SW FREWING ST	0.490	21361.74	\$13,181
3 BOYDSTUN DENNIS GREGORY	2S102CD00500	9585 SW O'MARA ST	0.701	30515.00	\$18,829
4 FUCHS ARNOLD C & SHIRLEY K	2S102CD00600	9530 SW O'MARA ST	0.888	38692.36	\$23,875
5 DURFEE STANLEY D & CYNTHIA A	2S102CD01101	9580 SW O'MARA ST	0.420	18304.62	\$11,295
6 BATES VIRGINIA A	2S102CD02000	9680 SW O'MARA ST	0.814	35470.82	\$21,887
7 MCDILL STEVEN J & KIMBERLY C	2S102CD02001	9630 SW O'MARA ST	0.593	25842.80	\$15,946
8 WHITEMAN TEX R LEWAHNA	2S102CD02100	9530 SW EDGEWOOD	0.822	35818.39	\$22,102
9 GITHENS WANDAMA TRUSTEE	2S102CD02601	9675 SW HILLVIEW CT	0.360	15689.58	\$9,681
10 NEVILLE THOMAS A &	2S102CD02602	9635 SW HILLVIEW CT	0.350	15244.34	\$9,407
11 BROWN ROGER A & JENNIFER A	2S102CD02603	9605 SW HILLVIEW CT	0.343	14935.36	\$9,216
12 SHIRLEY JULIA A	2S102CD02604	9610 SW HILLVIEW CT	0.373	16247.55	\$10,026
13 BHATTACHARYYA KEYA	2S102CD02605	9608 SW HILLVIEW CT	0.372	16188.05	\$9,989
14 WILSON LELAND J & TAMMIE L	2S102CD02606	9670 SW HILLVIEW CT	0.357	15550.98	\$9,596
15 NIRANJAN RAMAKRISHNAN &	2S102CD02607	9760 SW OMARA ST	0.413	18010.91	\$11,114
16 JOHNSON EDITH L TRUSTEE	2S102CD02608	9800 SW O'MARA ST	0.341	14850.93	\$9,164
17 WILSON WILLIAM D JR AND	2S102CD02609	9840 SW O'MARA ST	0.469	20431.40	\$12,607
18 PARKER WALTER J & LOLA B	2S102CD02700	9615 SW O'MARA ST	0.317	13803.70	\$8,518
19 SHEHORN STEPHEN LEE	2S102CD02701	9765 SW O'MARA ST	0.353	15382.78	\$9,492
20 ANDERSON CLARENCE N TR	2S102CD02702	9735 SW O'MARA ST	0.555	24166.33	\$14,912
21 PARKER WALTER J & LOLA B	2S102CD02703	9615 SW O'MARA ST	0.664	28910.26	\$17,839
22 GARNANT DAVID G & JOYCE	2S102CD02705	9625 SW O'MARA ST	0.380	16551.32	\$10,213
23 WORLEY MARTHA W	2S102CD02706	9695 SW O'MARA ST	0.381	16608.92	\$10,249
24 MONNIE HELEN C & MICHAEL D &	2S102CD02709	9715 SW OMARA ST	0.350	15266.46	\$9,420
25 KOLB DAVID & JANE F TRS	2S102CD02712	9645 SW O'MARA ST	0.396	17259.97	\$10,650
26 STRAND DAVID E	2S102CD02715	9675 SW OMARA ST	0.373	16235.91	\$10,018
27 MCDONALD TERRY L/DIANE L	2S102CD02802	9865 SW OMARA ST	0.357	15547.83	\$9,594
28 RAY STEVEN A & DEBORAH M	2S102CD02803	9845 SW O'MARA ST	0.391	17039.10	\$10,514
29 SPIAK ANDREW JOEL	2S102CD02805	9825 SW O'MARA ST	0.515	22452.38	\$13,854
30 MCPHAIL JOHN R & LEANN	2S102CD03000	9935 SW MCDONALD S	0.331	14429.69	\$8,904
31 OTTOMAN NORMAN R TRUSTEE	2S102CD03002	9905 SW MCDONALD S	0.357	15548.13	\$9,594
32 MCCORD GLEN A & ELIZABETH A	2S102CD03005	9965 SW MCDONALD S	0.472	20566.85	\$12,691
33 CLAYTON MARLIN L	2S102CD04900	9777 SW O'MARA ST	0.375	16340.51	\$10,083
34 COOK DOREEN M	2S102CD05000	9815 SW O'MARA ST	0.417	18182.66	\$11,220
35 HAMPTON CLAUDE H	2S111BA00803	9960 SW MCDONALD S	0.345	15038.60	\$9,280
36 MILLER PHILLIP R	2S111BA00804	9940 SW MCDONALD S	0.345	15038.33	\$9,279

Totals 16.26 708,162.22 \$436,972.30

AGENDA ITEM # _____
FOR AGENDA OF June 24, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Formation of Sanitary Sewer Reimbursement District No. 29 (SW Park Street, Derry Dell Court) (Continuation from June 10, 2003)

PREPARED BY: G. Berry DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Formation of Sanitary Sewer Reimbursement District No. 29 to construct a sanitary sewer project as part of the Citywide Sewer Extension Program.

STAFF RECOMMENDATION

Close the public hearing and deny formation of the district. Direct staff to conduct a neighborhood meeting to discuss and answer questions regarding the proposed project.

INFORMATION SUMMARY

Construction of the improvements in proposed Sanitary Sewer Reimbursement District No. 29 would provide sewer service to forty-seven lots along the unserved portions of SW Park Street, Derry Dell Court, Cook Lane, and Watkins Avenue. As with all projects constructed through the City's Neighborhood Sewer Extension Program, the City would install public sewers to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,335 (\$2,435 after June 30, 2003) before connecting to the line and would be responsible for disconnecting the existing septic system according to County rules and any other plumbing modifications necessary to connect to the public line.

On June 10, 2003, City Council conducted an informational hearing and considered establishing the reimbursement district. The submitted City Engineer's Report reported an estimated project cost of \$535,030 that resulted in a cost to each owner of \$0.71 per square foot of the owner's lot. This amount included an estimated construction cost of \$409,900, a 15% contingency added to the estimated construction cost, plus a 13.5% engineering and administration fee.

On June 3, 2003, bids for the construction of the project were opened. The apparent low bid contained errors, was considered non-responsive, and rejection of the bid is recommended. The second lowest bid is \$485,894.50 submitted by Dunn Construction. Staff has reviewed the bid documents and concludes that this bid is responsive and that Dunn Construction is a responsible bidder. The bid amount is 18.5% higher than the Engineer's Estimate of \$409,906. However, the range of bid amounts received on this project indicates that the true project construction cost is probably around \$500,000. Re-bidding the project would most likely not result in lower bids because as summer work begins in earnest, contractors become fully engaged in construction and tend to bid higher on projects advertised at that time. The bid by Dunn Construction has to be either awarded or rejected no

later than 45 calendar days after the bid opening (i.e. July 16, 2003), unless the City and Dunn Construction mutually agree in writing to extend that period.

Based on the low responsive bid of \$485,894, the expected project cost is \$579,060 or \$0.76 per square foot of lot served. The project cost is arrived at as before by adding a construction contingency and an engineering and administration fee. However, the construction contingency can now be reduced from 15% to 5% since there is less uncertainty in basing a project cost on the construction cost as bid rather than as estimated. Despite the reduction in construction contingency, the estimated costs based on the actual bid do increase the cost to each of the property owners in comparison to the previous estimate.

Reimbursement District No. 28 is in the same situation as No. 29. In addition, there is an upcoming reimbursement district formation proposed for the vicinity of Murdock Street and 100th Avenue. We intend to conduct a neighborhood meeting for District Nos. 28 and 29 on July 9, 2003. Attached is a letter that will be sent to each resident in the two districts with meeting notice, estimated costs, and an explanation of the Citywide Sewer Extension Program enclosed. The meeting for the proposed district on Murdock Street will be conducted on July 10, 2003. At the meeting, the rationale for the Citywide Sewer Extension Program to provide sewer service to all developed but unserved lots within the City will be discussed. Each of the affected property owners will be provided an opportunity to review the estimated costs and ask questions regarding their proposed districts. For proposed districts 28 and 29, the estimated costs will be based on the bid results received. The proposed district for the Murdock Street area will be based on estimated costs using typical prices on bids received to date.

Because of the need to discuss the districts with the affected lot owners, the formation of Reimbursement District No. 29 does not seem advisable at this time. The best course of action appears to be for Council to close the public hearing and decline to form the district. Any action to resubmit the district for formation would be taken only after the neighborhood meeting is conducted and the feedback from the residents is carefully considered prior to any decisions regarding the proposed project. The decision on whether or not to award the current low bid or request a time extension on the bid amount will be made after the neighborhood meeting has been conducted and a decision has been made regarding formation of the district.

OTHER ALTERNATIVES CONSIDERED

Continue the public hearing and delay the formation of the district until after the neighborhood meeting is conducted and the results are discussed with Council.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable.

ATTACHMENT LIST

Letter to each resident in proposed Reimbursement District No. 29 with attachments:

- ◆ Notice of Neighborhood Meeting (July 9, 2003)
- ◆ Citywide Sewer Extension Program summary
- ◆ Estimated Cost to Owners based on bid results

FISCAL NOTES

Funding is by unrestricted sanitary sewer funds.

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Property Owners
Proposed Sanitary Sewer Reimbursement Districts
No. 28 (SW O'Mara, McDonald Streets)
No. 29 (Park Street, Derry Dell Court)

The City of Tigard is conducting a Neighborhood Meeting to discuss and answer questions regarding proposed Sanitary Sewer Reimbursement District Nos. 28 and 29.

Attached are the following:

- Notice of Neighborhood Meeting (July 9, 2003)
- Citywide Sewer Extension Program Summary
- Estimated Cost to Owners based on bid results.

At this neighborhood meeting, City staff will be available to answer questions and receive comments on these two proposed sewer reimbursement districts to provide your neighborhood with sewer service. The proposed projects are part of the Citywide Sewer Extension Program that is intended to extend service throughout the City by 2006. Attendees will be presented with several options and asked which project option is preferred for their neighborhood. The options are as follows:

- The first option is to form the proposed district and award the contract to construct the project to the current low bidder. This would permit construction this summer. The estimated cost to each owner under this option is shown in the attached table. The costs shown include the amount the contractor bid, a 5% construction contingency, and 13.5% for an engineering and administrative fee.
- The second option is to not form the district and not award the contract for construction and rebid the project next spring.
- The final option is to delay the entire project until 2006, the final year of the Citywide Sewer Extension Program.

The amount each property owner will be required to pay will be limited to \$6,000 for connections completed within three years of City Council approval of the final City Engineer's Report following construction, in accordance with Resolution 01-46. This resolution also requires the owner to pay any fair share amounts that exceed \$15,000. Consequently, if the final fair share for an owner exceeds \$15,000, the owner would be required to pay \$6,000 plus the amount the fair share exceeds \$15,000.

Each owner would be required to pay a connection fee of \$2,435 at the time of connection to the sewer. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer. There is no requirement to connect to the sewer or to pay any fees until the owner chooses to connect to the sewer.

AGUSTIN P. DUENAS, P.E.
City Engineer

June 17, 2003

NOTICE

Neighborhood Meeting

Wednesday, July 9, 2003 AT 6:30 PM
IN THE AUDITORIUM OF THE TIGARD WATER BUILDING
8777 SW BURNHAM STREET
(Northwest corner Burnham St. and Hall Blvd.)
TIGARD OR 97223

Proposed Sanitary Sewer Reimbursement District No. 28.
(SW O'Mara and McDonald Streets)
and
Proposed Sanitary Sewer Reimbursement District No. 29
(SW Park Street and Derry Dell Court)

Agenda

- 6:30 P.M. City staff will be available to answer questions
- 7:00 P.M. Presentation on the Citywide Sewer Extension Program
Options to be discussed:
 - Form Districts and award current low bid for construction this summer.
 - Delay formation and rebid spring 2004.
 - Delay entire project until 2006.
- 7:30 P.M. Staff will answer questions and receive comments on the proposed options.

Citywide Sewer Extension Program

Background

The Citywide Sewer Extension Program is a Council-directed program to systematically extend sewer service throughout the City. The mechanism to extend the sewer lines and provide service is through the formation of reimbursement districts. Reimbursement districts are formed to install public sewers to the lots within the districts and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection. The program is now entering its third year and is intended to provide public sewers to all developed but unserved areas in the City. At the beginning of this program approximately two years ago, there were over 680 residential lots throughout the City, plus about 80 commercial lots in the Tigard Triangle Area, without sewer service. These lots were typically on septic systems 30 years old or more. Failed septic systems create health hazards to the community. It is extremely difficult to react to failed septic systems that occur at random throughout the City. The ideal solution would be to extend sewers to all unsewered residential areas such that City sewer would be available as these systems fail.

The previous program prior to 2001 initiated projects contingent upon sufficient interest shown within a project area. To be considered for the program at that time, a neighborhood was required to submit evidence of resident support of a project. Consequently, reimbursement districts were established as requested by the residents rather than by a schedule set by the City. Unfortunately, this resulted in sewers being installed at random throughout the City. Often, lines had to be extended through other areas to serve those lots with failing septic systems. It was an extremely inefficient and expensive way to provide sewer service.

Council therefore directed the establishment of a 5-year program to systematically extend sewers Citywide in accordance with a sewer master plan developed for that purpose. On June 12, 2001, Council adopted the current plan to install sewers throughout the City by 2006 on a schedule set by the City rather than in response to requests for service from owners. The intention was to systematically extend sewer service throughout the City so that as aging septic systems failed, sewers would be available for the owner to connect to without delay and at the least possible expense. To encourage early sewer hookups under the previous program, City Council established the Neighborhood Sewer Reimbursement District Incentive Program on October 13, 1998. This program limited the amount any residential owner was required to pay for a share of the public sewer to \$8,000 up to a maximum of \$15,000 if the connection was completed within one year from when it was first available.

To encourage even more connections, Council modified the Incentive Program in 2001 so that the maximum amount an owner is required to pay for a share of the public line was reduced from \$8,000 to \$6,000 up to a maximum of \$15,000. The time allowed for an owner to take advantage of this reduced cost was increased from one to three years from when the service first became available.

The Current Program

Under the current program, the City forms reimbursement districts to construct the sewer improvements. At the time the property owner connects to the sewer, the owner would reimburse the City for a fair share of the total project cost. The amount an owner reimburses the City to connect to the sewer includes the actual amount the contractor is paid to construct the project plus 13.5% for engineering and administrative costs. For those owners that connect within the first three years after sewer becomes available, the City offers an incentive program that caps the owner's share at \$6,000 for the fair share that falls between \$6,000 and \$15,000. The owner would pay for any costs that exceed \$15,000. This, in effect, is a maximum \$9,000 subsidy from the City. Costs that exceed \$15,000 for any particular lot typically indicate that the lot is large in size and is capable of being subdivided into two or more lots upon development.

In addition to the fair share of the project cost, each owner would be required to pay a connection fee of \$2,435 before connecting to the line and would be responsible for disconnecting the existing septic system according to County rules and for any other plumbing modifications necessary to connect to the public line. Because the costs for plumbing modifications and closure of the existing septic systems vary widely for each lot and structure, each owner would need to consult a plumbing contractor to provide an estimate for what that cost would be.

The costs involved are therefore:

- Fair Share of the Project Cost (Each lot's share of the actual cost of the project plus 13.5% for engineering and administrative costs)
- Connection Fee (currently \$2,435.00)
- Plumbing modifications to connect to the sewer lateral provided (Owner's Responsibility-Costs vary dependent upon situation))
- Closure of the existing septic system (Owner's Responsibility-Costs vary dependent upon situation)

There is no requirement to connect to the sewer or to pay any fees until the owner chooses to connect to the sewer. Property owners that connect to the sewer fifteen (15) years or more after the district is formed do not have to pay the reimbursement fee. The connection charges at the time of connection would apply.

For those that do not choose to connect during the first three years after the sewer is made available, the reimbursement fee would be the full share of the project cost plus an annual increase as established by the City's Finance Director. The current rate (simple interest) is 6.05%.

The program is expected to conclude in 2006. Once the program is concluded, the remaining lots would be served based on interest shown by the residents and would be dependent upon availability of funding at that time.

Reimbursement District No. 29

Estimated Cost to Property Owners Based on Bid Results

OWNER	TAX LOT	SITE ADDRESS	AREA (AC)	AREA (S.F.)	ESTIMATED COST TO PROPERTY OWNER
1 MILLER ALLAN S DOREEN J	2S103DA01300	10665 SW DERRY DELL COURT	0.353	15365.72783	\$11,742
2 MOELLER JOHN C & NANCY A	2S103DA01400	10695 SW DERRY DELL CT	0.353	15366.95090	\$11,743
3 FRAINEY BRIAN A & ABIGAIL J	2S103DA01500	10725 SW DERRY DELL CT	0.353	15366.98757	\$11,743
4 COUSINEAU STEVEN B	2S103DA01600	10755 SW DERRY DELL CT	0.353	15367.02424	\$11,743
5 HEINTZ BARRY E	2S103DA02800	10700 SW DERRY DELL CT	0.449	19537.74845	\$14,930
6 GROENLUND DAVID R AND	2S103DA02700	10730 SW DERRY DELL	0.448	19533.50173	\$14,926
7 WATSON GARY D	2S103DA00300	13120 SW WATKINS AVE	0.319	13916.56716	\$10,634
8 BARRETT HARLEY E	2S103DA00400	13150 SW WATKINS AVE	0.320	13926.64909	\$10,642
9 NOLES DAVID R AND	2S103DA04400	10630 SW PARK ST	0.337	14667.82779	\$11,208
10 WILLIAMS DAVID S	2S103DA05100	10635 SW COOK LN	0.332	14467.42728	\$11,055
11 LEPPER CHAD & MI YOUNG	2S103DA00100	13060 SW WATKINS AVE	0.326	14195.40658	\$10,847
12 TIPTON TROY P & MICHELLE J	2S103DA01700	10785 SW DERRY DELL CT	0.353	15367.06091	\$11,743
13 SAWKINS DOUGLAS S	2S103DA01800	10815 SW DERRY DELL CT	0.385	16763.55464	\$12,810
14 MENDEZ JUDITH A	2S103DA00200	13090 SW WATKINS AVE	0.319	13905.98901	\$10,626
15 HAMMES ALFRED J HELEN L	2S103DA01000	13115 SW WATKINS AVE	0.332	14471.49969	\$11,058
16 HANSEN HARRIS H SARA J	2S103DA03100	10610 SW DERRY DELL	0.413	17986.13480	\$13,744
17 PHAM SIMON C & REBECCA T	2S103DA03000	10640 SW DERRY DELL CT	0.449	19538.24056	\$14,930
18 GUSTIN RONALD L & TAMMY G	2S103DA02900	10670 SW DERRY DELL CT	0.449	19537.91667	\$14,930
19 STOUDEUR CHARLES H TR	2S103DA02600	10760 SW DERRY DELL CT	0.449	19537.06360	\$14,929
20 BORCHERS VELLA M	2S103DA02500	10790 SW DERRY DELL CT	0.513	22358.89852	\$17,085
21 BROWN HUBERT A	2S103DA02400	10820 SW DERRY DELL CT	0.384	16724.83997	\$12,780
22 TESSMAN OWEN H	2S103DA02000	10865 SW DERRY DELL CT	0.372	16199.23647	\$12,379
23 HARMON KATIE	2S103DA00900	13145 SW WATKINS AVE	0.331	14429.56599	\$11,026
24 MCCUTCHAN ALBERT	2S103DA02300	10880 SW DERRY DELL	0.347	15118.21956	\$11,553
25 KOOL SCOTT D & CELIA C	2S103DA02100	10885 SW DERRY DELL CT	0.372	16201.93421	\$12,381
26 WINTERS GERRY L (Existing)	2S103DA03201	10625 SW PARK ST	0.337	14687.80616	\$11,224
27 WINTERS GERRY L (Back Lot)	2S103DA03201	10625 SW PARK ST	0.337	14687.80616	\$11,224
28 BRADEN ROBERT W & KATHLEI	2S103DA00800	13175 SW WATKINS	0.331	14429.44431	\$11,026
29 KRAGER ROBERT WARREN	2S103DA03290	10655 SW PARK ST	0.479	20861.07951	\$15,941
30 FURRER ROSMARIE	2S103DA03300	10685 SW PARK ST	0.454	19762.54608	\$15,101
31 MCGRIFF JAMES E/SHEILA M	2S103DA03400	10735 SW PARK ST	0.441	19211.32816	\$14,680
32 MIGUES RONALD P & DEBORAH	2S103DA00500	13180 SW WATKINS AVE	0.320	13936.73103	\$10,650
33 HATCH JAMES S/MARCIEL J	2S103DA00700	13205 SW WATKINS AVE	0.329	14347.22665	\$10,963
34 MEYER DUANE FRANCIS	2S103DA00600	13210 SW WATKINS AVE	0.320	13934.27425	\$10,648
35 GRAY GAYLE R	2S103DA04300	10660 SW PARK ST	0.335	14573.06828	\$11,136
36 WEESE TERRY & DORI	2S103DA04500	10600 SW PARK ST	0.339	14764.34445	\$11,282
37 PUGSLEY CLAYTON A	2S103DA04600	10570 SW PARK ST	0.339	14778.43789	\$11,293
38 PONIATOWSKI-D'ERMENGARD	2S103DA05200	10665 SW COOK LN	0.332	14468.20714	\$11,056
39 ROSSBERG STEPHEN A	2S103DA05000	10605 SW COOK LN	0.332	14465.75477	\$11,054
40 MURFINSIMMONS MATTHEW T	2S103DA04900	13365 SW WATKINS	0.330	14375.98869	\$10,985
41 PHILLIPS RICHARD F	2S103DA05603	10676 SW COOK LN	0.229	9993.93370	\$7,637
42 SHOLES LANCE M	2S103DA05700	10634 SW COOK LN	0.449	19572.73686	\$14,956
43 RESLER MICHAEL D & BARBARA	2S103DA05800	10620 SW COOK LN	0.449	19574.84873	\$14,958
44 BISHOP WILBUR A AND MARTHA	2S103DA05900	10590 SW COOK LN	0.336	14646.50836	\$11,192
45 HOLCOMBE GERALD A	2S103DA06000	13485 SW WATKINS ST	0.338	14726.18773	\$11,253
46 JENSEN RONALD M	2S102BC03500	13000 SW WATKINS AVE	0.476	20738.95548	\$15,848
47 GROAT RANDALL S & CAROLYN	2S102BC03400	13010 SW WATKINS	0.354	15404.02471	\$11,771
			17.40	757793.21232	\$579,064.77